In the first opinion in the principal case, the court seems to rest in part on the doctrine of constructive intent, as applied to the violation of the speed law. The inappropriateness of this doctrine is made clear by *Commonwealth* v. *Adams,* 114 Mass. 323 (cited with approval in 177 Ind. 619, 629), and by the opinion of the Court of Errors in the case of *State* v. *Schutte, supra.* See also 17 MICH. L. REV. 603.

DAMAGES — TIPS INCLUDED IN ESTIMATING DAMAGES OF AN EMPLOYEE WRONGFULLY DISMISSED.—The plaintiff was employed as a hair dresser by the defendant, and in the ordinary course of his service he received tips from the persons whom he attended. The defendant wrongfully dismissed him. *Held,* that the plaintiff was entitled to include the loss of tips in the damages claimed as a result of the wrongful dismissal. *Manubens* v. *Leon* [1919], 1 K. B. 208.

The case involves a somewhat unique application of a familiar principle. The damages recoverable on a breach of contract are said to include such as may reasonably be considered as arising naturally from the breach of the contract itself or such as may reasonably be supposed to have entered into the contemplation of the parties when they made the contract. *Hadley* v. *Baxendale* (1854), 9 Exch. 341. The application of this general principle to cases involving loss of tips seems to be an open question on authority. There are a few analogies. It has been held, for example, that where the practice of tipping is open, notorious, and sanctioned by the employer, such gratuities may be included in estimating the "average weekly earnings" in respect of which compensation is awarded under the English Workmen's Compensation Act of 1906. *Penn* v. *Spiers & Bond* [1908], 1 K. B. 766; *Great Western Railway Co.* v. *Helps* [1918], A. C. 141. It has also been held that an employee who turns over the tips received to his employer, under a mistake as to his rights, may compel the employer to make restitution. *Zappas* v. *Roumeliote* (1912), 156 Ia. 709; *Polites* v. *Barlin* (1912), 149 Ky. 376. So long as an indulgent public is willing to tolerate the tipping system, it would seem on principle that the law ought to take account of this kind of remuneration in estimating the damages to be awarded for breach of a service contract.

FIRES—TRACTOR ON HIGHWAY — DANGEROUS AGENCY — DOCTRINE OF RYLANDS V. FLETCHER.—A steam engine (presumptively of the nature of a steam tractor) was being driven by defendant along a highway and sparks emitted from the engine set fire to plaintiff's premises. The engine was equipped with a special apparatus to prevent the emission of sparks. *Held,* that since defendant was using a "dangerous fire-producing engine," the doctrine of *Rylands* v. *Fletcher,* L. R. 3 H. L. 330, and *Gunter* v. *James,* 24 Times L. R. 868, was applicable; hence defendant was liable in damages for the injury caused, although he was in no way negligent. *Mansel* v. *Webb* (1918), 88 L. J. K. B. 323.

The principal case is significant in that the English courts have no compunction about confirming the extension of the application of a doctrine

which had a peculiarly historical origin in cases of trespass by domestic animals (see *Tillett* v. *Ward,* L. R. 10 Q. B. D. 17), which later was extended to apply to the use of land (*Rylands* v. *Fletcher, supra*), and which was finally extended in its application to the use of inanimate chattels (*Jones* v. *Festiniog Ry.,* L. R. 3 Q. B. 733 and *Powell* v. *Fall* L. R. 5 Q. B. 597); a doctrine which, in its extended application, "would impose a penalty upon efforts, made in a reasonable, skilful, and careful manner, to rise above a condition of barbarism." Doe, J., in *Brown* v. *Collins,* 53 N. H. 442. In a case similar to the principal one the Supreme Court of Tennessee said that "the degree of care required of one * * * with a steam thresher, in respect to setting fires, is the same as that devolved upon railway companies in the use of their engines." *Martin* v. *McCrary,* 115 Tenn. 316; 1 L. R. A. (N. S.) 530. That duty as laid down by the same court in a prior case is that "a degree of care and prudence commensurate with the danger to which property is exposed by them" must be used. "And when they have them properly constructed and equipped with spark arresters and appliances of the latest and most approved character to prevent the escape of coals and cinders, in good repair, and carefully and skillfully handled, * * * they are not liable for property unavoidably destroyed by escaping sparks and cinders." *Louisville & N. Ry.* v. *Fort,* 112 Tenn. 432. In this matter the Tennessee court exemplifies the weight of authority in America which asserts, while the English courts repudiate, a hornbook principle of the common law, *viz.,* that "blame must be imputable as a ground of responsibility for damage proceeding from a lawful act." *Marshall* v. *Welwood,* 38 N. J. L. 339.

INDEPENDENT CONTRACTOR — LIABILITY TO INJURED THIRD PARTY — PROXIMATE CAUSE.—Testatrix of a party killed by the collapse of a defective county bridge, sues the company which, as independent contractor, constructed the bridge for the county some five years before time of suit. Negligence and knowledge of the defects are admitted by defendant's demurrer to the complaint. *Held,* that in the absence of a showing that fraud, deception or intentional concealment of defects was practiced by the contractor in obtaining acceptance of the bridge by the county, such acceptance was the intervention of an independent human agency which had the effect of breaking the chain of causation between any negligence of the contractor and the death of the third party, and defendant is therefore not liable to plaintiff in this action. *Travis* v. *Rochester Bridge Co.* (Ind., 1919), 122 N. E. 1.

In exposition of its reasoning that acceptance by the county amounts to the actual intervention of an independent human agency, the opinion of the principal decision holds, *inter alia,* that, "In the class of cases to which the one at bar belongs the work is generally done by the contractor in accordance with plans furnished by the party letting the contract or under his direction and supervision." But the court's comment is certainly not wholly in harmony with the legal conception of an independent contractor as, "One who contracts to do a specific piece of work, furnishing his own assistants, and executing the work either entirely in accordance with his own ideas, or in accordance with a plan previously given him by the person for whom the work is